

BILL NO. S-74-02-~~10~~10

SPECIAL ORDINANCE NO. S- 23-74

AN ORDINANCE approving a contract with
SCHMIDT ELECTRIC, INC. for street
lighting in Tower Heights Addition

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
INDIANA:

SECTION 1. The contract dated January 16, 1974 between SCHMIDT
ELECTRIC INC., and the CITY OF FORT WAYNE, by and through its Mayor and
the Board of Public Works for:

Installing new street lighting in Tower Heights Addition,
Sections C, D, and E


for a total cost of \$12,882.50, of which the City will pay \$11,094.20, the balance
paid by the property owners at \$0.01 per square foot of their lot area up to a maxi-
mum of \$150.00, all as more particularly set forth in said Contract, which is on
file in the Office of the Board of Works, and is by reference incorporated herein and
made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after
its passage and approval by the Mayor.



Councilman

APPROVED AS TO FORM
AND LEGALITY.



CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Kraus, and duly adopted, read the second time by title and referred to the Committee on Parks Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 2/12/74

Charles W. Talarico
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~LOST~~) by the following vote:

AYES 9, NAYS 0, ABSTAINED _____, ABSENT _____ to-wit:

BURNS	<u>✓</u>	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____
KRAUS	<u>✓</u>	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____

DATE: 2-26-74

Charles W. Talarico
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. A-23-74 on the 26th day of February, 1974.

ATTEST: (SEAL)

Charles W. Talarico
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of February, 1974, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Talarico
CITY CLERK

Approved and signed by me this 28th day of February, 1974, at the hour of 10:00 o'clock A M., E.S.T.

Samuel J. Talarico
MAYOR

Bill No. S-74-02-10

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
Approving a contract with SCHMIDT ELECTRIC, INC. for street
lighting in Tower Heights Addition

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

6-25-74 (M. B.)
John Nuckols
James S. Stier
William T. Hinga
Vivian G. Schmidt

DATE 2-26-74 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

60-215-8
2/5/74

CONTRACT

STATE OF INDIANA)
) ss
COUNTY OF ALLEN)

THIS AGREEMENT AND INDENTURE made and entered into this,
the 16th day of January 1974, by and between:

The City of Fort Wayne
The party of the first part, termed in this agreement and the
Contract Documents as the "Purchaser," and

Schmidt Electric, Inc.
The party of the second part, termed in this agreement and
the Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore
caused to be prepared certain contract documents for furnish-
ing labor and equipment and performing work therein fully de-
scribed, and the Contractor did, on the 4th day of January,
1974, file with the Board of Public Works, a copy of said
contract documents, together with his offer and terms therein
fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully
describe the terms and conditions upon which the Contractor is
willing to furnish the labor and equipment and perform the work
called for by the said contract documents and in the manner and
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as
aforesaid be attached hereto and that the same do in all par-
ticulars become the agreement and contract between the parties
hereto in all matters and things set forth therein and described,
and further, that both parties hereby accept and agree to the
terms and conditions of said contract documents so filed, for the
following:

Installing new street lighting in Tower Heights Addition, Sections
C, D, and E, at an approximate cost of \$ 12,082.50.

SECOND - The Contract Documents hereto annexed are made
a part of this agreement and contract as fully and as absolutely
as if herein set out in hae verba.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

E. L. Smith
ATTEST: Clerk

Dean H. Schorff
Mayor

Approved in Form & Legality
By: *[Signature]*

BOARD OF PUBLIC WORKS

[Signature]
Ronald L. Borer

[Signature]

CONTRACTOR: Schmidt Electric,
Inc.

By: *Richard P. Kellish*
VICE-PRESIDENT

PERFORMANCE BOND



The premium for this bond is \$ _____ payable in advance and subject to adjustment at current manual rates.

Bond # 005967

Argonaut Insurance Company

HOME OFFICE - MENLO PARK, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS: That we, Schmidt Electric, Inc.

P. O. Box 2625, Station D, Fort Wayne, Indiana

as Principal, and ARGONAUT INSURANCE COMPANY, a corporation organized under the laws of the State of California and duly authorized under the laws of the State of Illinois to become sole surety on bonds and undertakings, as Surety, are held and firmly bound unto City of Fort Wayne

as Oblige

in the full and just sum of TWELVE THOUSAND FIVE HUNDRED TWENTY EIGHT AND 60/100-----

Dollars, (\$ 12,528.60-----), lawful money of the United States of America, to be paid to the said Oblige, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that; whereas the above bounden Principal has entered into a contract, dated January 15, 1974, with the Oblige

to do and perform the following work, to-wit: Electric work for street lighting at Tower Heights addition Section c, d, and e City Resolution # 140-73
104-73

as is more specifically set forth in said contract, to which contract reference is hereby made;

Now therefore, if the said Principal shall well and truly do the said work, and fulfill each and every of the covenants, conditions and requirements of the said contract in accordance with the plans and specifications, then the above obligation to be void, otherwise to remain in full force and virtue.

No right of action shall accrue under this bond to or for the use of any person other than the Oblige named herein.

Sealed with our seals and dated this 17th day of January

1974

SCHMIDT ELECTRIC, INC.

Principal

By: *Richard J. Bell*

Vice-President

ARGONAUT INSURANCE COMPANY

Surety

By: *Sylvia Fodor*

Sylvia Fodor

Attorney-in-Fact



Argonaut Insurance Company

HOME OFFICE - MENLO PARK, CALIFORNIA

KNOW ALL MEN BY THESE PRESENTS, That we, Schmidt Electric, Inc.

P. O. Box 2625, Station D, Fort Wayne, Indiana

as Principal, and ARGONAUT INSURANCE COMPANY, a California Corporation (hereinafter called Surety),
as Surety, are held and firmly bound unto City of Fort Wayne

hereinafter called the Oblige, in the penal sum of TWELVE THOUSAND FIVE HUNDRED TWENTY EIGHT
AND 60/100----- (\$12,528.60)

DOLLARS, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal entered into a certain
contract, hereto attached, with the Oblige, dated January 15, 1974
for Electric work for street lighting at Tower Heights addition Section c, d,
and e City Resolution # 104-73

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and ma-
terial in the prosecution of the work provided for in said contract, and any and all duly authorized modifications
of said contract that may hereafter be made, notice of which modifications to the Surety being waived, then
this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several
seals this 17th day of January, 1974.
the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its
undersigned representative, pursuant to authority of its governing body.

SCHMIDT ELECTRIC, INC.

Principal

By: *Richard F. Bellish*

VICE-PRES.

ARGONAUT INSURANCE COMPANY

Surety

By *Sylvia Fodor*

Sylvia Fodor

Attorney-in-Fact

Argonaut Insurance Company

HOME OFFICE • MENLO PARK, CALIFORNIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ARGONAUT INSURANCE COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in Menlo Park, California, does hereby constitute and appoint

THOMAS R. WILEY and SYLVIA FODOR, individually

of Chicago, Illinois its true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations within the United States, in any amount

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held at the principal office of said Company, a quorum being present and voting, on the seventh day of July, 1959, which resolution is still in effect:

"RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons."

IN WITNESS WHEREOF, ARGONAUT INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Assistant Secretary, this 11th day of April 1972

ARGONAUT INSURANCE COMPANY

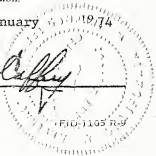
STATE OF Illinois)
COUNTY OF Cook)
On this 17th day of January, 1974, before me personally appeared _____, to me known to be the _____
Sylvia Fodor
Attorney-in-Fact
Argonaut Insurance Company
the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that _____ executed said instrument by order of the Board of Directors of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.
(SEAL)
Notary Public, residing at Chicago, Illinois
(Commission expires July 11, 1977)
B-803 12/62
and correct copy of the Original Power of Attorney issued by said Company, and the necessary _____ Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Argonaut Insurance Company at a meeting duly called and held on the 19th day of January, 1972 and that said resolution has not been amended or repealed:

"RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of this Corporation, may be affixed or printed by facsimile to any certification of a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Menlo Park, California, this 17th day of January 1974

Secretary



Argonaut Insurance Company

HOME OFFICE • MENLO PARK, CALIFORNIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ARGONAUT INSURANCE COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in Menlo Park, California, does hereby constitute and appoint

THOMAS R. WILEY and SYLVIA FODOR, individually

of Chicago, Illinois

its true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations within the United States, in any amount

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held at the principal office of said Company, a quorum being present and voting, on the seventh day of July, 1959, which resolution is still in effect:

"RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons."

IN WITNESS WHEREOF, ARGONAUT INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Assistant Secretary, this 11th day of April 19 72

ARGONAUT INSURANCE COMPANY

(Seal)

John M. Thome
Vice President
L. M. Glider
Assistant Secretary

THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

ss.

On this 11th day of April 19 72 before me came the above named Vice President and Assistant Secretary of Argonaut Insurance Company, to me personally known to be the individuals and officers described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of Argonaut Insurance Company and that the said corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporation.

(Seal)



Vena M. Harris
Notary Public

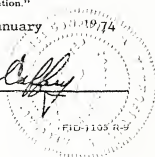
I, the undersigned Secretary of Argonaut Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Argonaut Insurance Company at a meeting duly called and held on the 19th day of January, 1972 and that said resolution has not been amended or repealed:

"RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of this Corporation, may be affixed or printed by facsimile to any certification of a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Menlo Park, California, this 17th day of January 1974

R. W. McCaffrey
Secretary



CERTIFICATE OF INSURANCE

Certificate issued to City of Fort Wayne

Address Att: Fred Biggs, Electrical Engineer, City-County Bldg., Ft. Wayne, Ind.

This certificate of insurance (neither affirmatively nor negatively) amends, extends, or alters the coverage afforded by the policy number(s) listed below, issued by the:

☒ OHIO FARMERS INSURANCE COMPANY
Westfield Center, Ohio

☐ WESTFIELD INSURANCE COMPANY
Westfield Center, Ohio

Name of Insured Schmidt Electric, Inc.

Address P. O. Box 2625, Station D, Ft. Wayne, Ind. 46808

FORM OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY	
				BODILY INJURY	PROPERTY DAMAGE
Manufacturers' or Contractors' Liability				\$,000 Each Occurrence	\$,000 Each Occurrence
Owners', Landlords' and Tenants' Liability				\$,000 Each Occurrence	\$,000 Each Occurrence
Owners' or Contractors' Protective Liability				\$,000 Each Occurrence	\$,000 Each Occurrence
Completed Operations and Products Liability				\$,000 Each Occurrence	\$,000 Each Occurrence
				\$,000 Aggregate	\$,000 Aggregate
Comprehensive Liability Comprehensive Automobile	GLA 174427	4/3/73	4/3/74	\$ 500 ,000 Each Person \$ 1,000 ,000 Each Occurrence	\$ 100 ,000 Each Occurrence
Comprehensive General Liability	GLA 174427	4/3/73	4/3/74	\$ 500 ,000 Each Occurrence	\$ 100 ,000 Each Occurrence
Completed Operations and Products Liability				\$ 500 ,000 Aggregate	\$ 100 ,000 Aggregate
Basic Automobile Liability				\$,000 Each Person	\$,000 Each Accident
				\$,000 Each Accident	
Workmens' Compensation and Employers' Liability	WC 42370	4/3/73	4/3/74	As provided in applicable law	
				\$ 100,000	Each Accident and Aggregate Disease

Resolution #104-73 - Tower Heights Addition Street Lighting.

Locations Covered Any and all work in the State of Indiana - Electrical Contractor

In the event of any material change in or cancellation of said policies, the company will make every effort to notify the party to whom this certificate is issued of such change or cancellation, but the company undertakes no responsibility by reason of any failure so to do.

Dated this 23rd day of January, 19 74

AC313 Rev 3-73

Wm. C. RICHARDS, INS. SERVICE
By Wm. C. Richards

DIGEST SHEET*Public Works*
*1-74-02-10*TITLE OF ORDINANCE: Contract with Schmidt Electric for lighting in Tower Heights AdditionDEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Provides for expenditure of \$12,082.50 for contract with Schmidt Electric, Inc. for installation of street lights in Tower Heights Addition. This project was bid and Schmidt Electric was low bidder. Materials cost to City is approximately \$11,094.20. Property owners shall be paying \$.01 per square foot of their lot area up to a maximum of \$150.00.

EFFECT OF PASSAGE: Provision of lighting as petitioned.EFFECT OF NON-PASSAGE: No street lights.

MONEY INVOLVED (Direct Costs, Expenditures, Savings): _____

\$23,176.70 with 115 property owners paying up to \$150.00 each on total cost.

ASSIGNED TO COMMITTEE (J.N.): _____